

Loretta Mike
6135 Laredo St
Las Vegas, Nevada 89146

RECEIVED & FILED

AUG 14 3 29 PM '09

U.S. BANKRUPTCY COURT
MARY A. SCHOTT, CLERK

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re: Loretta Mike Pro Se

Case No. BK09-21476-lbr

Debtor

Chapter 7

Hearing Date: 8/12/2009
Time: 10:00 am

OPPOSITION TO MOTION FOR RELIEF FROM AUTOMATIC STAY AND
CERTIFICATE OF MAILING
(REAL PROPERTY)

The Debtor opposes the Motion For Relief From Stay which has been filed by Wilde and Associates, Gregory Wilde Esq, and Mark S. Bosco, Esq Attorney for HSBC Bank USA, National Association , as Trustee for Nomura Asset Acceptance Corporation Mortgage Pass- Through Certificates, Series 2006-AR4

1. Procedural status of the case:
 - a. A Petition under Chapter 7 was filed on June 30th 2009
2. The following real property (property) is the subject of this Motion For Relief From Stay:
 - a. 6135 Laredo St, Las Vegas, NV 89146 Clark County
 - b. Fair market value of the property is approximately \$650,000
 - c. Debtor owns the property
3. Status of the loan:
 - a. Balance owed (secured creditor) on the date of the Petition:
Americas Servicing Company statement as of July 20, 2009 shows balance owed \$1,142,031.11 Balance in arrears: \$142,031.11 (See Exhibit A)

Gregory Wilde Esq, and Mark S. Bosco, Esq Attorney for (secured creditor), HSBC Bank USA, National Association , as Trustee for Nomura Asset Acceptance Corporation Mortgage Pass- Through Certificates, Series 2006-

AR4 Motion filed shows balance of \$1,063,752.02 Balance in arrears:
\$63,752.02(See Exhibit B)

Amount of monthly payment to secured creditor between \$6737.76 and
\$7427.49 (see Exhibit A & B)

- b. Balance owed to (unsecured creditor) Ocwen Loan Servicing LLC.
\$237,208.09
- 4. Date of last payment per Forbearance Agreement to (secured Creditor, see Exhibit C) in the amount of \$7579.71, was made on August 26, 2008 for payment due on Sept 10, 2008. Debtor was told by Americas Servicing Company not to make payment due on October 10, 2008 in the amount of \$60,237.10 as the new loan modification would be received by October 1, 2008
- 5. The property is insured by Allstate and all payments are current
- 6. Property taxes are paid and current
- 7. Grounds for opposition to the Motion For Relief Of Stay

Relief from the automatic stay should not be granted because:

- a. The servicer told Debtor not to make any further payments on the loan until a loan modification that was applied for was issued. This loan modification request has been applied for in June 2008, March 6th 2009 and June 8th 2009.
- b. In February 2009 Debtor received the 2008 Mortgage Statement. All payments made in 2008 were not accounted for. The Debtor sent a Qualified Written Request under the Real Estate Settlement Procedures Act, codified as Title 12 § 2605 (e)(1)(B) (e) and Reg. X § 3500.21(f)2 of the United States Code as well as a request under Truth In Lending Act [TILA] 15 U.S.C. § 1601, et seq. on February 27th, 2009, March 6th, 2009 and again on June 8th 2009. All requests were sent via fax and ground mail and receipt confirmed via phone call to Americas Servicing Company. To date, no response nor documentation has been provided to Debtor by Creditor nor by the servicing company as requested. (See Exhibit D & E)
- c. Debtor is concerned that potential fraudulent and deceptive practices by unscrupulous mortgage brokers; sales and transfers of mortgage servicing

rights; deceptive and fraudulent servicing practices to enhance balance sheets; deceptive, abusive and fraudulent accounting tricks and practices may have negatively affected mortgage account and/or the debt or payments to which the Debtor is legally obligated. Because of this and other reasons that leaves the Debtor to believe that Debtor may be a victim of predatory lending, Debtor is disputing the validity of the current debt that is claimed Debtor owed by the Creditor.

By debt this refers to:

The principal balance claimed owed;

Calculated monthly payment,

Calculated escrow payment

And any fees claimed to be owed by Creditor or any trust or entity Creditor may represent.

8. Debtor understands that potential abuses by the Creditor or a previous servicer could have deceptively, wrongfully, unlawfully and/or illegally:

- a. Debtor was granted a mortgage loan based on no verification of income, no assets or employment
- b. Increased the amounts of monthly payments
- c. Increased the principal balance owed;
- d. Increased escrow payments;
- e. Decreased the proper amounts applied and attributed toward principal on my account; and/or
- f. Assessed, charged and/or collected fees, expenses and misc. charges that Debtor may not be legally obligated to pay under my mortgage, note and/or deed of trust.

9. The Debtor acknowledges that it is late on payments owed to the Creditor. As to the amount of the payment due, balance on loan or the amount in arrears, this is difficult to establish at this time and from the documentation from the Creditors Attorney and Americas Servicing Company .

10. The Debtor request a 60 day continuation in order to receive proper documentation and accounting from Creditor or Creditors Attorney(s), per Qualified Written Request to be sent via certified mail again on 8/14/2009 (see Exhibit F). Upon receipt of

documentation from Creditor as requested, Debtor or Debtors appointed legal council will conduct a complete exam, audit, review and accounting of mortgage loan from its inception through the present date along with the validity of documentation.

Debtor would like to continue to work toward a viable solution for the payments in arrears and balance due on loan.

EXHIBITS ATTACHED

LORETTA MIKE- CASE No. BK09-21476-lbr

Exhibit A- monthly mortgage statement from Americas Servicing Company

Exhibit B – Page 1 Of 1 print out of Motion of Relief From Automatic Stay sent to Debtor, showing accounting of payments and fees due and owed

Exhibit C- Forbearance Agreement

Exhibit D- Qualified Written Request dated February 27, 2009 and repeated March 6th, 2009.

Copy of 2008 Mortgage Interest Statement

Copy of Bank check received by Loretta Mike

Exhibit E- Letter sent on June 8th 2009 requesting all accounting and explanations

Exhibit F- Qualified Written Request addressed to Creditors Attorneys dated August 14, 2009

Exhibit G- copy of certified mail receipt sent to Creditors Attorneys



Return Mail Operations
PO Box 10388
Des Moines, IA 50306-0388

For Informational Purposes

018326 1 AT 0.357 2326/018326/004651 070 01 ACN904 106 033
LORETTA MIKE
6135 LAREDO ST
LAS VEGAS NV 89146-5246

Statement Date 07/20/09
Loan Number 1256035925

Customer Service

Online
mortgageaccountonline.com

Fax (866) 453-6315 Telephone (800) 842-7654

Correspondence PO Box 10328
Des Moines IA 50306 Hours of Operation
Mon - Fri 8 AM - 6 PM

Payments
PO Box 60768
Los Angeles CA 90060

Summary

Payment (Principal and/or Interest, Escrow)	\$7,427.49
Optional Product(s)	\$0.00
Current Monthly Payment 08/01/09	\$7,427.49
Overdue Payments 01/01/08 - 07/01/09	\$129,396.90
Unpaid Late Charge(s)	\$5,166.72
Other Charges	\$40.00
TOTAL PAYMENT 08/01/09	\$142,031.11

Property Address

6135 LAREDO ST
LAS VEGAS NV 89146

Unpaid Principal Balance \$1,000,000.00
(Contact Customer Service for your payoff balance)

Interest Rate 7.750%
Interest Paid Year-to-Date \$0.00
Taxes Paid Year-to-Date \$1,327.46
Escrow Balance \$4,159.87

Important Messages

This statement is for informational purposes only. Our records indicate that your loan is protected by a bankruptcy plan. The attached coupon reflects the calendar due date, not the contractual due date of the bankruptcy plan. If you have any questions regarding your loan, please contact your bankruptcy attorney or our office.

Activity Since Your Last Statement

Date	Description	Total	Principal	Interest	Escrow	Late Charge	Other
07/16	LATE FEE					\$322.92-	

Late charges are assessed after the close of business on the assessment date and only after all payments received have been applied.

This statement is for informational purposes only and is being provided as a courtesy should you voluntarily decide to make your loan payments. This statement should not be construed as an attempt to collect a debt or a demand for payment contrary to any protections you may have received pursuant to your bankruptcy case.

If you have received a discharge, and loan was not reaffirmed in the bankruptcy case, we will only exercise our rights as against the property and we are not attempting any act to collect the discharge debt from you personally.

018326/004651 ACN904 2326 E1M1C003 1



Loan Number
Total Payment

1256035925
\$142,031.11

Monthly Payment
x pmt amt

Additional
Principal

Late
Charges

Other
Charges

Additional
Escrow

Check here and see
reverse for address
correction.

LORETTA MIKE

2326/018326/004651 070 01 ACN904 106 033

Please specify
additional funds.
Any additional
funds not
specified will be
applied first to
any outstanding
charges.

Total Amount Enclosed
(Please do not send cash)



106 1256035925 3 10000742749077504114203111368243 000000003318731606 4

File a Motion:

09-21476-lbr LORETTA MIKE
Type: bk Chapter: 7 v
Assets: n Judge: lbr

Office: 2 (Las Vegas)
Case Flag: DebEd, BAPCPA,
MEANSNO

U.S. Bankruptcy Court
District of Nevada

Notice of Electronic Filing

The following transaction was received from GREGORY L. WILDE entered on 7/13/2009 at 5:05 PM PDT and filed on 7/13/2009

Case Name: LORETTA MIKE
Case Number: 09-21476-lbr
Document Number: 12

Docket Text:
Motion for Relief from Stay Property: 6135 LAREDO ST, LAS VEGAS, NV 89146 . Fee Amount \$150. Filed by GREGORY L. WILDE on behalf of HSBC BANK (USA) (WILDE, GREGORY)

The following document(s) are associated with this transaction:

Document description: Main Document
Original filename: P:\Bankruptcy\SAVED FILES\lMike (HSBC Bank)_09-21476-LBR_(09-74694)_T & BIMOTION.pdf
Electronic document stamp:
[STAMP_bkccfStamp_ID=889277954 [Date=7/13/2009] [FileNumber=12923883-0
] [70d515cf1be1966d763d1eb10ba80d9a5d3080dc165398d1e43d45fb01af56672
92dd45b10fa667c7fed59a198fc0d89a0477cd80fe146b03138350dd1eb3]]

09-21476-lbr Notice will be electronically mailed to:

MALIK W. AHMAD on behalf of Debtor LORETTA MIKE
Malik1397@aol.com

DAVID A. ROSENBERG
darosenberg@7trustee.net, nv23@ecfcbs.com

U.S. TRUSTEE - LV - 7
USTRRegion17.LV.ELCF@usdoj.gov

GREGORY L. WILDE on behalf of Creditor HSBC BANK (USA)
bk@wilde law.com

09-21476-lbr Notice will not be electronically mailed to:

1 WILDE & ASSOCIATES
2 Gregory L. Wilde, Esq.
3 Nevada Bar No. 004417
4 208 South Jones Boulevard
5 Las Vegas, Nevada 89107
6 Telephone: 702 258-8200
7 bk@wilde law.com
8 Fax: 702 258-8787
9
10 and
11
12 MARK S. BOSCO, ESQ.
13 Arizona Bar No. 010167
14 TIFFANY & BOSCO, P.A.
15 1225 East Camelback Road, Suite 300
16 Phoenix, Arizona 85016
17 Telephone: (602) 255-6000
18
19 HSBC Bank USA, National Association, as Trustee for Nomura Asset Acceptance Corporation
20 Mortgage Pass-Through Certificates, Series 2006-AR4
21 09-74694
22
23
24
25
26

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

16 In Re: BK-S-09-21476-lbr
17 Loretta Mike Date: 8/12/09
18 Chapter 7 Time: 10:00am
19
20 Debtor.

MOTION FOR RELIEF FROM AUTOMATIC STAY

22 HSBC Bank USA, National Association, as Trustee for Nomura Asset Acceptance Corporation
23 Mortgage Pass-Through Certificates, Series 2006-AR4, Secured Creditor herein, ("Secured Creditor"
24 or "Movant" hereinafter), alleges as follows:
25
1. That on or about June 30, 2009, the above named Debtors filed their current Chapter 7
Petition in Bankruptcy with the Court

1 2. Secured Creditor is the current payee of a promissory note dated August 31, 2006 in the
2 principal sum of \$1,000,000.00 ("Promissory Note" herein), secured by a Real Property Trust Deed of
3 same date ("Trust Deed" herein) upon property generally described as 6135 Laredo St, Las Vegas, NV
4 89146, and legally described as follows:

5 That portion of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 11,
6 Township 21 South, Range 60 East, M.D.B.&M., described as follows:

7 Lot Three (3) of Amended Parcel Map on file in File 19 of Parcel Maps, page 33, in the office
8 of the County Recorder of Clark County, Nevada, recorded May 12, 1978 as Document No.
9 845972.

9 ("subject property" herein).

10 3. Secured Creditor is informed and believes, and, based upon such information and belief,
11 alleges that title to the subject property is currently vested in the name of Debtor.

12 4. With respect to secured Creditor's trust deed the following is due and owing:

13 Unpaid Principal Balance	\$1,000,000.00
14 5 Monthly Payments at \$6,737.76 (January 1, 2009-May 1, 2009)	\$33,688.80
15 2 Monthly Payments at \$7,194.82 (June 1, 2009-July 1, 2009)	\$14,854.98
16 Accrued Late Charges	\$ 4,843.80
17 Late Charge Forecasted	\$ 322.92
18 Bad Check	\$ 23.00
19 Net Other Fees	\$ 15.00
20 Corporate Advance	\$ 5,005.76
21 Foreclosure Fees and Costs	\$ 4,095.76
Motion Filing Fee	\$ 150.00
Attorneys Fees	\$ 750.00
Total Arrearages	\$63,752.02

22 Furthermore, a payment becomes due on August 1, 2009 and on the first (1st) day of every month
23 thereafter, and a late charge becomes due on any payment not paid within fifteen (15) days from the
24 date the monthly payment is due.

25 5. Movant is informed and believes and therefore alleges that the Debtor and bankruptcy
estate have insufficient equity in the property. The fair market value of the property pursuant to Debtor's
Schedule "A" is \$650,000.00, less ten percent (10%) cost of marketing, less the first and second secured

1 liens resulting in insufficient equity. Therefore, the secured creditor is not adequately protected. A true
2 and correct copy of the Debtor's Schedule "A" is attached hereto as Exhibit "A".

3 6. Secured Creditor has elected to initiate foreclosure proceedings on the Property with
4 respect to the subject Trust Deed; however Secured Creditor is precluded from proceeding to publish
5 the necessary notices and commence said foreclosure action during the pendency of this Bankruptcy.

6 7. Secured Creditor has incurred to date attorney's fees of approximately \$750.00.

7 8. Secured Creditor urges that this Court issue and Order herein permitting this Secured
8 Creditor to proceed to a Foreclosure Sale of the Property, including necessary action to obtain
9 possession of the Property.

10 9. Secured Creditor's Information Sheet as to the extent of liens and encumbrances against
11 the subject property is attached hereto as Exhibit "B" and incorporated herein by reference. Secured
12 Creditor will seek leave of Court to specify any further encumbrances against the subject property at
13 the time of hearing.

14 10. David A. Rosenberg has been appointed by this Court the Chapter 7 Trustee in this
15 instant Bankruptcy proceeding. By virtue of the position as Trustee of the estate of Debtor herein,
16 Debtor holds title to the subject property in that capacity. To the extent the relief sought herein is
17 granted, Respondent, David A. Rosenberg, Trustee, is bound any such judgment.

18 11. This Court has jurisdiction of this action pursuant to the provisions of 11 U.S.C. Section
19 362(d).

20 WHEREFORE, Secured Creditor prays judgment as follows:

21 (1) For an order granting relief from the Automatic Stay, and permitting this Secured
22 Creditor to move ahead with foreclosure proceedings under this Secured Creditor's Trust Deed and to
23 sell the subject property at a Foreclosure Sale under the terms of said Trust Deed, including necessary
24 action to obtain possession of the Property.

Attn: ASC
 From Loretta Mike
 Loan # 1256035925

Exhibit C

SPECIAL FORBEARANCE AGREEMENT - TERMS AND CONDITIONS

1. Currently, your loan is due for 8 installments, from November 01, 2007 through June 01, 2008. The indebtedness of the referenced loan is in default and in consideration of extending forbearance for a period of time, it is necessary that you indicate your understanding and acceptance of the terms of the forbearance agreement by immediately signing and returning this agreement.
2. Payments must be made strictly in accordance with the enclosed payment schedule and forbearance agreement conditions. This plan is an agreement to temporarily accept reduced payments or maintain regular monthly payments during the plan specified below. Upon successful completion of the three regular payments as outlined in this plan, your loan will be reviewed for a Loan Modification, based on investor approval, which will satisfy the remaining past due amount on your loan.
3. The lender is under no obligation to enter into any further agreement, and this forbearance shall not constitute a waiver of the lender's right to insist upon strict performance in the future.
4. All of the provisions of the note and security instrument, except as herein provided, shall remain in full force and effect. Any breach of any provision of this agreement or non-compliance with this agreement, shall render the forbearance null and void, and at the option of the lender without further notice to you may terminate this agreement. The lender, at its option, may institute foreclosure proceedings according to the terms of the note and security instrument without regard to this agreement. In the event of foreclosure, you may incur additional expenses of attorney's fees and foreclosure costs.
5. Each payment must be remitted according to the schedule below.

PLAN	DATE	AMT	PLAN	DATE	AMT
01	06/12/08	5,000.00	02	07/10/08	7,559.71
03	08/10/08	7,559.71	04	09/10/08	7,559.71
05	10/10/08	60,237.10			

6. There is no "grace period" allowance in this agreement. All payments must be received on or before the agreed due date. If any payment is not received on or before the due date, the agreement will be void and the total delinquency, including fees, will be due immediately.
7. The total amount indicated on each payment of the payment schedule must be remitted. In the event the total amount due of each payment is not received, the Special Forbearance agreement will be rendered null and void.

By signing this Agreement I hereby consent to being contacted concerning this loan at any cellular or mobile telephone number I may have. This includes text messages, at no cost to me, and telephone calls including the use of automated dialing systems to contact my cellular or mobile telephone.

Loretta Mike 6-18-08
 Mortgagor Date Co-mortgagor Date

Attn: American Servicing Company

3 pages

sent
3/6/09

Loretta Mike
6135 Laredo St
Las Vegas, NV 89146
702-232-9655

February 27, 2009

TO: American Servicing Company
and Holder of Note ^{fm}

Re:

1. My request for a copy of the Promissory Note ^{or Note} ^{fm}
2. Qualified Written Request as below
3. Explanation of CORPORATION ASSIGNMENT OF DEED OF TRUST recorded on 2/9/2009- HSBC
4. Explanation of check # 1000269687 sent to me in the amount of \$ 6643.90 dated February 4, 2009

Name: Loretta Mike
Property Address: 6135 Laredo St, Las Vegas, NV 89146
Loan Number: 1256035925

Dear American Servicing Company,

I am the owner of certain real property located 6135 Laredo St, Las Vegas, NV 89146 which is security for a loan made by Dream House Mortgage to me on September 5, 2006

We have sent information you requested in order to stop the trustee sale scheduled on March 4, 2009 in hope to keep our home and work toward a loan modification or work out agreement. PLEASE EXPEDITE THE STOP PROCESS . AS THE TRUSTEE SALE IS SCHEDULED NEXT WEEK.

Please produce for my inspection within ten days the Promissory Note which I signed on September 5, 2006 (Apprec) ^{fm}

Also, This is a "Qualified Written Request" under Section 6 of the Real Estate Settlement Procedures Act (RESPA).

I am writing to request:

- (1) Copies of all documents pertaining to the origination of my mortgage including my loan application, Right to Cancel, Deed of Trust, note, adjustable rate note, addendum to the note for the interest only payment period, Truth in Lending statements, Good Faith Estimate (GFE), HUD 1, appraisal, and all required disclosures and rate sheets associated with this transaction for the above referenced loan. The copies should be legible and all documents shall be copied in their entirety.
- (2) A copy of the loan history including all payments made, all fees incurred, what has been paid out of the escrow account, and how all payments were applied. This information should cover the entire life of the loan.

If my note was sold to another bank, I believe I should have been notified. Please explain why there was an Corporate Deed of Assignment filed and recorded on February 9, 2009 along with two other documents to include Notice of Trustee sale. See as follows:

Instrument: 20090209-02192 **Book/Instr:**
Document Type: Notice of Trustee Sale **Recorded:** 02/09/2009 13:18:47 **Pgs:** 4
ReRecorded: N **Remarks:**
Requestor: DOCUMENT PROCESSING SOLUTIONS INC
1st Party: MIKE, LORETTA
2nd Party: NATIONAL DEFAULT SERVICING CORPORATION
Legal Description: ParcelNum: 16311507003
References:
Tot Value: \$ **Property Value:** \$0.00
RPTT: \$ **Exempt Code:** **Percent:** % **ATag:**

Instrument: 20090209-02191 **Book/Instr:**
Document Type: Substitution - TRUSTEE **Recorded:** 02/09/2009 **Pgs:** 1
ReRecorded: N **Remarks:**
Requestor: DOCUMENT PROCESSING SOLUTIONS INC
1st Party: HSBC BANK USA NATIONAL ASSOCIATION EE
 MIKE, LORETTA
2nd Party: NATIONAL DEFAULT SERVICING CORPORATION
Legal Description: ParcelNum: 16311507005
References:
Tot Value: \$ **Property Value:** \$0.00
RPTT: \$ **Exempt Code:** **Percent:** **ATag:**
 %

Instrument: 20090209-02190 Book/Instrm:

Document Type: Assignment

Recorded: 02/09/2009 13:18:47 **Pgs:** 1

ReRecorded: N

Remarks: CORPORATION
ASSIGNMENT OF DEED OF
TRUST

Requestor: DOCUMENT PROCESSING SOLUTIONS INC

1st Party: DREAM HOUSE MORTGAGE CORP
MIKE, LORETTA

2nd Party: HSBC BANK USA NATIONAL ASSOCIATION EE

Legal Description: ParcelNum: 16311507003

References:

Tot Value: \$

Property Value: \$0.00

RPTT: \$

Exempt Code:

Percent: % **ATag:**

Please explain why I received a check from Mortgage Services/ Wells Fargo Bank
1000269687 sent to me in the amount of \$ 6643.90 dated February 4, 2009

If you have any questions regarding my request, please call Nancy Fritz at 702-232-9655. Nancy Fritz will be calling to follow up on my requests.

Thank you.

Best Regards,

Loretta Mike

Loretta Mike

Nancy A. Fritz

RECIPIENT'S LENDER'S name, street address, city, state, and ZIP code

America's Servicing Co.
Return Mail Operations
PO Box 10388
Des Moines, IA 50306-0388

Fax #: 866-453-6315
Phone #: 800-842-7654

PAYER'S/BORROWER'S name, street address, city, state, and ZIP code

060613 1 AT 0.346 4621/060613/004631 168 01 ALN3VC 106
LORETTA MIKE
6135 LAREDO ST
LAS VEGAS, NV 89146-5246

CORRECTED (if checked)

01/01/09

Caution: The amount shown may not be fully deductible by you. Limits based on the loan amount and the cost and value of the secured property may apply. Also, you may only deduct interest to the extent it was incurred by you, actually paid by you, and not reimbursed by another person.

OMB No.
1545-0901

2008

Substitute
Form 1098

**MORTGAGE
INTEREST
STATEMENT**

**Copy B
For Payer**

The information in boxes 1, 2, 3, and 4 is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if the IRS determines that an underpayment of tax results because you overstated a deduction for this mortgage interest or for these points or because you did not report this refund of interest on your return.

RECIPIENT Federal identification no.	94-1347393
PAYER'S social security number	542-38-2476
1 Mortgage interest received from payer(s)/borrower(s)*	\$12,916.66
2 Points paid on purchase of principal residence (See Box 2 on back.)	\$0.00
3 Refund of overpaid interest (See Box 3 on back.)	\$0.00
4 Mortgage Insurance Premiums	\$0.00
Account number (optional)	5 Real Estate Taxes 1256035925 \$7,848.77

Form 1098 Substitute

SEE BACK SIDE FOR IMPORTANT INFORMATION

(Keep for your records)

Department of the Treasury - Internal Revenue Service

Please consult a Tax Advisor about the deductibility of any payments made by you or others.

PRINCIPAL RECONCILIATION	PROPERTY ADDRESS
\$1,000,000.00 BEGINNING BALANCE \$0.00 PRINCIPAL APPLIED \$1,000,000.00 ENDING BALANCE	6135 LAREDO ST LAS VEGAS NV 89146
	\$6,737.76 TOTAL CURRENT PAYMENT \$279.43 ESCROW PORTION OF PMT

2008 INTEREST DETAIL

TOTAL INTEREST APPLIED 2008	\$12,916.66
2008 MORTGAGE INTEREST RECEIVED FROM PAYER/BORROWER(S)	\$12,916.66

If you have questions about your loan, you can use our automated "Personal Mortgage Information Line" at the 800 number listed at the top of this statement. By selecting one of the options listed, you can receive information regarding:

- taxes paid year-to-date
- the amount & date of your last payment
- interest paid year-to-date
- other valuable information

We believe customers come first. You can always count on us to provide the excellent service you've come to expect.



THIS MORTGAGE AREA OF THE DOCUMENT CHANGES COLOR QUADRATICALLY AND EVENLY FROM DARK TO LIGHT WITH DARKER AREAS BOTH TOP AND BOTTOM

98-0001	0810	MO/DAY/YR
CHECK NO.	02/04/2009	
1000269687		
AMOUNT	*****\$6,643.90	

MORTGAGE SERVICES
P.O. Box 10388
Des Moines, IA 50306-0388

1-877-222-7875

FOR MISAPPLICATION REVERSAL

Six Thousand Six Hundred Forty Three and 90/100 Dollars

PAY TO
THE ORDER
OF

Loretta Mike
6135 LAREDO ST
LAS VEGAS NV 89146-0000

Loyd J. Hardy
AUTHORIZED SIGNATURE

1000 269687# 102301092# 9328871679#

Nancy Fritz aka Nancy Faville
Loretta Mike
6135 Laredo St
Las Vegas, NV 89146
702-232-9655

June 8, 2009

Re: Loan # 1256035925 in the name of Loretta Mike xxx-xx-2476

Dear American Servicing Company,

Please see attached Power of Attorney for Loretta Mike. I will act in her behalf in resolving the current issues with the property located at 6135 Laredo St, Las Vegas, NV 89146. I am her daughter and currently reside with her on the property.

I faxed the letter attached to address and request:

1. A copy of the note (who has the note?)
2. Qualified written request per Respa 6 as the Mortgage Interest Statement for 2008 as the payments made is incorrect. Some of the payments are not accounted for:

01/02/08 \$6773.08

06/25/09 \$7579.71

07/17/09 \$7579.71

08/26/09 \$7579.71

I believe we also paid an additional \$5000.00 in June 2008 sent through Western Union for the initial payment to cover legal fees. My records are at the accountant at the moment and will provide this documentation to follow.

3. Explanation of check #1000269687 drafted on Wells Fargo account in the amount of \$6643.90 sent to Loretta Mike
4. Explanation of CCORPORATION ASSIGNMENT AND DEED OF TRUST –HSBC Recorded 02/09/2009 and on that same date a Notice of Trustee Sale was filed and recorded

There has been no response to date. This is our 2nd request.

I have submitted all paperwork for a loan modification on approximately February 27, 2009. ASC in turn mailed another forbearance agreement in May 2009 which gave 10 days to respond and pay. We have already completed a forbearance agreement and not all payments are accounted for. Nonetheless, even after making the payments in the previous forbearance agreement, the home still ended up in trustee sale.

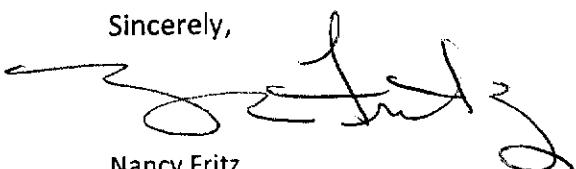
The home has drastically declined in value, now in current market approximately \$650,000.00. The debt owed on the property is now over \$1,300,000.00. The intention is to keep and reside

in the home. However, during this time of hardship we need a realistic approach to resolving this mortgage issue and keep the home. Is it possible to set up a pay arrangement to catch up with the amount in arrears?

Please review all documents attached per our request in March 2009. Do contact me so that we can resolve all accounting issues, holder of note, all documents requested per the Qualified Written Request.

Please contact me with any questions you may have to resolve and keep possession of the property located at 6135 Laredo St, Las Vegas, NV 89146

Sincerely,



Nancy Fritz
Power of Attorney in Fact
In behalf of Loretta Mike

5:42 PM
PST

Sent by Fax

June 8, 2009 846-590-8910-846-453-6315

June 9, 2009

Sent by ground mail

Page 2 of 2

General Durable Power of Attorney Effective Upon Execution

I, Loretta Mike, a resident of 6135 Laredo St, Las Vegas, NV 89146, have designate Nancy Fritz, presently residing at 6135 Laredo St, Las Vegas, NV 89146, as my attorney in fact (referred to as "the Agent") on the following terms and conditions:

- 1) Authority to Act.** The Agent is authorized to act for me under this Power of Attorney and shall exercise all powers in my best interests and for my welfare.
- 2) Powers of Agent.** The Agent shall have the full power and authority to manage and conduct all of my affairs, and to exercise my legal rights and powers, including those rights and powers that I may acquire in the future, including the following:
 - i) Collect and Manage.** To collect, hold, maintain, improve, invest, lease, or otherwise manage any or all of my real or personal property or any interest therein;
 - ii) Buy and Sell.** To purchase, sell, mortgage, grant options, or otherwise deal in any way in any real property or personal property, tangible or intangible, or any interest therein.
 - iii) Borrow.** To borrow money, to execute promissory notes therefore, and to secure any obligation by mortgage or pledge.
 - iv) Legal and Administrative Proceedings.** To engage in any administrative or legal proceedings or lawsuits in connection with any matter herein;
 - v) Transfers in Trust.** To transfer any interest I may have in property, specifically real estate to the trustee of any trust that I have created for my benefit;

- vi) **Delegation of Authority.** To engage and dismiss agents, counsel, and employees, in connection with any matter, upon such terms as my agent determines;
- vii) **Restrictions on Agent's Powers.** Regardless of the above statements, my agent (1) cannot execute a will, a codicil, or any will substitute on my behalf; (2) cannot change the beneficiary on any life insurance policy that I own; (3) cannot make gifts on my behalf; and (4) may not exercise any powers that would cause assets of mine to be considered taxable to my agent or to my agent's estate for purposes of any income, estate, or inheritance tax, and (5) cannot contravene any medical power of attorney I have executed whether prior or subsequent to the execution of this Power of Attorney.

3) **Durability.** This durable Power of Attorney shall be irrevocable until the trust corpus is surrendered by the trustees, shall not be affected by my death or disability except as provided by law, and shall continue in effect after the surrender of the trust corpus until my death or until revoked by me in writing.

4) **Reliance by Third Parties.** Third parties may rely upon the representations of the Agent as to all matters regarding powers granted to the Agent. No person who acts in reliance on the representations of the Agent or the authority granted under this Power of Attorney shall incur any liability to me or to my estate for permitting the Agent to exercise any power prior to actual knowledge that the Power of Attorney has been revoked or terminated by operation of law or otherwise.

5) **Indemnification of Agent.** No agent named or substituted in this power shall incur any liability to me for acting or refraining from acting under this power, except for such agent's own misconduct or negligence.

- 6) **Original Counterparts.** Photocopies of this signed Power of Attorney shall be treated as original counterparts.
- 7) **Revocation.** I hereby revoke any previous Power of Attorney that I may have given to deal with my property and affairs as set forth herein.
- 8) **Compensation.** The Agent shall be reimbursed for reasonable expenses incurred while acting as Agent and may receive reasonable compensation for acting as Agent.

Dated: 5-29-09

Loretta Mike

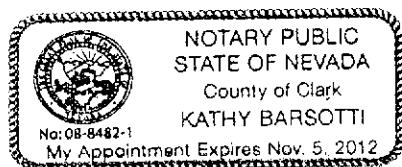
Loretta Mike

Signed in the presence of:

Nancy Fritz

Subscribed and sworn to before me on 05/29/09

Kathy Barsotti Notary Public,
Clark County, Nevada My commission expires 11-05-2012.



QUALIFIED WRITTEN REQUEST

COMPLAINT

DISPUTE OF DEBT/ VALIDATION OF DEBT

TILA REQUEST

August 14, 2009

Loretta Mike
 6135 Laredo St
 Las Vegas, Nevada 89146
 702-232-9655

To:
 Wilde & Associates
 Gregory L. Wilde, Esq.
 Nevada Bar No. 004417
 208 South Jones Blvd
 Las Vegas, Nevada 89107

And

Mark S. Bosco Esq.
 Arizona Bar No. 010167
 Tiffany & Bosco, P.A
 2525 East Camelback Rd. Suite 300
 Phoenix, Arizona 85016

ATTORNEY FOR SECURED CREDITOR:
 HSBC Bank USA, National Association, as Trustee for Nomura Asset Acceptance Corporation
 Mortgage Pass- Through Certificates, Series 2006-AR4

Re: Loan # 1256035925

Dear Madam or Sir:

I understand that under Section 6 of RESPA you are required to acknowledge my request within 20 business days and must try to resolve the issue within 60 business days. Please treat this letter as a "qualified written request" under the Real Estate Settlement Procedures Act, 12 U.S.C. Section 2605(e).

I am writing to you to complain about the accounting and servicing of my mortgage and my need for understanding and clarification of various charges, credits, debits, transactions, reversals, actions, payments, analyses and records related to the servicing of my loan from its origination to the present date.

To date, the documents and information I have, that you have sent me, and the conversations with your service representatives cannot answer my many questions. It is my understanding that your company has been accused as engaging in one or more predatory lending and servicing schemes. As a citizen, I am extremely concerned about such practices by anyone, let alone my

own mortgage company or anyone who has held a beneficial interest in my loan. I am concerned that such abuses are targeting the uneducated and uninformed consumer and disadvantaged, poor, elderly and minorities.

Needless to say, I am more concerned as an alleged borrower. I am worried that potential fraudulent and deceptive practices by unscrupulous mortgage brokers; sales and transfers of mortgage servicing rights; deceptive and fraudulent servicing practices to enhance balance sheets; deceptive, abusive and fraudulent accounting tricks and practices may have negatively affected my credit rating, mortgage account and/or the debt or payments to which I am legally obligated. Because of this and other reasons that leave me to believe that I may be a victim of predatory lending, I am disputing the validity of the current debt you claim I owe. By debt I am referring to:

1. The principal balance claimed owed;
2. My calculated monthly payment;
3. Calculated escrow payment
4. And any fees claimed to be owed by you or any trust or entity you may represent. I have reason to believe that the loan terms were misrepresented to me at the time of application and further obscured and/or modified prior to signing. To independently validate my debt, I need to conduct a complete exam, audit, review and accounting of my mortgage loan from its inception through the present date. Upon receipt of this letter, please refrain from reporting ANY negative credit information [if any] to any credit-reporting agency until you respond to each of my requests.

I also request that you kindly conduct your own investigation and audit of my account since its inception to validate the debt you currently claim I owe. I would like you to validate this debt so that it is accurate to the penny! Please do not rely on previous or current servicers or originators records, assurances or indemnity agreements and refuse to conduct a full audit and investigation of my account.

I understand that potential abuses by you or a previous servicer could have deceptively, wrongfully, unlawfully and/or illegally:

1. Increased the amounts of my monthly payments
2. Increased the principal balance I owe;
3. Increased my escrow payments;
5. Decreased the proper amounts applied and attributed toward principal on my account; and/or
6. Assessed, charged and/or collected fees, expenses and misc. charges I am not legally obligated to pay under my mortgage, note and/or deed of trust.

7. I am in the process of retaining legal council to perform a forensic document review of your investigation and audit of my account. To help me decide if I am going to move forward with a third party auditing company and legal council, I need: (1) copies of all documents pertaining to the origination of the alleged mortgage and note including my loan application (s), Right to cancel, deed of trust, note, adjustable rate note, addendum to the note for the interest only payment period, truth in lending statements, good faith estimate (GFE), HUD 1, appraisal, and all required disclosures and rate sheets associated with this transaction for the above referenced loan. The copies should be legible and all documents shall be copied in their entirety. (2) A copy of the loan history including all payments made, all fees incurred, what has been paid out of the escrow account, and how all payments were applied. This information should cover the ENTIRE life of the loan.

I want to insure that I have not been the victim of such predatory practices. To insure this, I will be authorizing a thorough review, examination, accounting and audit of my mortgage LOAN #1256035925 by a team of mortgage auditors predatory lending experts, consumer advocates, local non-profit agencies, compliance consultants and if needed LEGAL ADVOCATES.

This exam and audit will review my mortgage loan file from the date of my initial contact, application and the origination of my loan to the present date written above. As such, please treat this letter as a Qualified Written Request under the Real Estate Settlement Procedures Act, codified as Title 12 § 2605 (e)(1)(B) (e) and Reg. X § 3500.21(f)2 of the United States Code as well as a request under Truth In Lending Act [TILA] 15 U.S.C. § 1601, et seq. RESPA provides substantial penalties and fines for non-compliance or failure to answer my questions provided in this letter within sixty (60) days of its receipt!

In order to conduct the examination and audit of my loan, I need to have full and immediate disclosure including copies of all pertinent information regarding my loan. The documents requested and answers to my questions are needed by myself and my experts to insure that my loan:

1. Was originated in lawful compliance with all federal and state laws and regulations including, but not limited to RESPA, TILA, Fair Debt Collection Act, HOEPA and other laws;
2. That any sale or transfer of my loan was conducted in accordance with proper laws and was a true sale of my note;
3. That the claimed holder in due course of my promissory note and/or deed of trust is holding such note in compliance with State and Federal laws and is entitled to the benefits of my payments;
4. That all appropriate disclosures of terms, costs, commissions, rebates, kickbacks, fees etc. were properly disclosed to me at the inception of my loan;
5. That each servicer and/or sub-servicer of my mortgage has serviced my mortgage in accordance with the terms of my mortgage, promissory note and/or deed of trust;

6. That each servicer and sub-servicer of my mortgage has serviced my mortgage in compliance with local, state and federal statutes, laws and regulations;
7. That my mortgage loan has properly been credited, debited, adjusted, amortized and charged correctly;
8. That interest and principal have been properly calculated and applied to my loan;
9. That my principal balance has been properly calculated, amortized and accounted for;
10. That no charges, fees or expenses, not obligated by me in any agreement, have been charged, assessed or collected from my account;

As such, please send to me, at my address above, copies of the documents requested below as soon as possible. Please provide me copies of:

1. All data, information, notations, text, figures and information contained in your mortgage servicing and accounting computer systems including, but not limited to Alltel or Fidelity CPI system, or any other similar mortgage servicing software used by you, any servicers, or sub-servicer of my mortgage account from the inception of my loan to the date written above.
2. All descriptions and legends of all Codes used in your mortgage servicing and accounting system so that the examiners, auditors and experts retained to audit and review my mortgage account may properly conduct their work.
3. All assignments, transfers, allonges, or other document evidencing a transfer, sale or assignment of my mortgage, deed of trust, promissory note or other document that secures payment by me to my obligation in this account from the inception of my loan to the present date including any such assignments on MERS.
4. All records, electronic or otherwise, of assignments of my mortgage, promissory note or servicing rights to my mortgage including any such assignments on MERS.
5. All deeds in lieu, modifications to my mortgage, promissory note or deed of trust from the inception of my loan to the present date.
6. The front and back of each and every canceled check, money order, draft, debit or credit notice issued to any servicer of my account for payment of any monthly payment, other payment, escrow charge, fee or expense on my account.
7. All escrow analyses conducted on my account from the inception of my loan until the date of this letter.
8. The front and back of each and every canceled check, draft or debit notice issued for payment of closing costs, fees and expenses listed on my disclosure statement including, but not limited to, appraisal fees, inspection fees, title searches, title insurance fees, credit life insurance premiums, hazard insurance premiums, commissions, attorney fees, points, etc.

9. Front and back copies of all payment receipts, checks, money orders, drafts, automatic debits and written evidence of payments made by others or me on my account.
10. All letters, statements and documents sent to me by your company.
11. All letters, statements and documents sent to me by agents, attorneys or representatives of your company.
12. All letters, statements and documents sent to me by previous servicers, sub-servicers or others in your loan file or in your control or possession or in the control or possession of any affiliate, parent company, agent, sub-servicer, servicer, attorney or other representative of your company.
13. All letters, statements and documents contained in my loan file or imaged by you, any servicer or sub-servicers of my mortgage from the inception of my loan to present date.
14. All electronic transfers, assignments, sales of my note, mortgage, deed of trust or other security instrument.
15. All copies of property inspection reports, appraisals, BPOs and reports done on my property.
16. All invoices for each charge such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense, which has been charged to my mortgage account from the inception of my loan to the present date.
17. All checks used to pay invoices for each charged such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense which has been charged to my mortgage account from the inception of my loan to the present date.
18. All agreements, contracts and understandings with vendors that have been paid for any charge on my account from the inception of my loan to the present date.
19. All loan servicing records, payment payoffs, payoff calculations, ARM audits, interest rate adjustments, payment records, transaction histories, loan histories, accounting records, ledgers, and documents that relate to the accounting of my loan from the inception of my loan until present date.
20. All loan servicing transaction records, ledgers, registers and similar items detailing how my loan has been serviced from the from the inception of my loan until present date.

Please provide me, with the documents I have requested and a detailed answer to each of my questions within the required lawful time frame. Upon receipt of the documents and answers, an exam and audit will be conducted that may lead to a further document request and answers to questions under an additional QWR letter.

Copies of this Qualified Written Request, Validation of Debt, TILA and request for accounting and legal records, Dispute of Debt letter will be sent to FTC, HUD, ALL RELEVANT STATE AND FEDERAL REGULATORS; CONSUMER ADVOCATES; AND MY CONGRESSMAN if any further evasive actions are detected or this matter is not settled.

It is my hope that you can answer my questions, document and validate my debt to the penny and correct any abuses or schemes uncovered and documented. I would like to have validation that the foreclosure process has been put on hold or will be extended until all of my request have been satisfied. Please provide for me an answer at the same time that you acknowledge my request within 20 business days.

Sincerely,

x..... *Loretta Mike* Signed by Home owner
Loretta Mike 8-14-09

CC

Fannie Mae 1000 Brickell Avenue, Suite 600 Miami, Florida 33131

Federal Trade Commission 600 Pennsylvania Avenue NW, Washington, DC. 20580

Government & Industry Relations 401 9th Street, NW Suite 600 South Washington, DC 20004

Office of RESPA and Interstate Land Sales Office of Housing, Room 9146 US Department of Housing and Urban Development 451 Seventh Street, SW Washington, DC 20410

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input checked="" type="checkbox"/> Agent X <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to: <i>Wilde & Associates 208 South Jones Blvd Las Vegas, NV 89107</i></p>		<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label)</p>		<p>91 7108 2133 3936 5627 0884</p>	
PS Form 3811, February 2004		Domestic Return Receipt 102595-02-M-1540	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input checked="" type="checkbox"/> Agent X <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to: <i>Mark S. Bosco Esq Tiffany & Bosco P.A. #200 2525 East Camelback Rd Phoenix, AZ 85016</i></p>		<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label)</p>		<p>91 7108 2133 3936 5627 0891</p>	
PS Form 3811, February 2004		Domestic Return Receipt 102595-02-M-1540	

**CERTIFICATE OF MAILING OF
OPPOSITION TO MOTION FOR RELIEF FROM AUTOMATIC STAY
(Real Property)**

I hereby certify that the copies of the above-named documents were mailed by me on August 14, 2009, by depositing a copy, postage prepaid, in the United States Mail, to the parties and addresses as set forth below:

Wilde & Associates
Gregory L. Wilde, Esq.
Nevada Bar No. 004417
208 South Jones Blvd
Las Vegas, Nevada 89107

And

Mark S. Bosco Esq.
Arizona Bar No. 010167
Tiffany & Bosco, P.A
2525 East Camelback Rd. Suite 300
Phoenix, Arizona 85016

ATTORNEY FOR SECURED CREDITOR
HSBC Bank USA, National Association, as Trustee for Nomura Asset Acceptance
Corporation Mortgage Pass- Through Certificates, Series 2006-AR4

And

Bankruptcy Trustee
David A. Rosenberg
5030 Paradise Rd #B-215
Las Vegas, Nevada 89119

Date : 8-14-09

Loretta Mike
Loretta Mike
Debtor